

**Exhibit A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
JOANN INC., <i>et al.</i> <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket Nos. 1206 and 1259</b>

**CONSENT ORDER APPROVING JOINT STIPULATION REGARDING  
THE ASSUMPTION AND ASSIGNMENT OF THE STORE 593 LEASE**

Pursuant to and in accordance with the *Joint Stipulation Regarding the Assumption and Assignment of the Store 593 Lease* (the “Stipulation”)<sup>2</sup> attached hereto as **Exhibit A**, and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief set forth herein is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and upon all of the proceedings had before this Court;

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stipulation.

and with the consent of the Parties; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Stipulation is hereby approved and the terms of the Stipulation are hereby made effective by this Consent Order.
2. Notwithstanding anything to the contrary in any order or other filing in the above-captioned chapter 11 cases, (i) the Rejection Order shall be deemed withdrawn, of no force and effect, and as void *ab initio*, and (ii) the Assumption/Assignment Order is binding and enforceable in all respects pursuant to the terms thereof, notwithstanding the prior entry of the Rejection Order.
3. Sufficient notice of this Consent Order has been provided and the requirements of Rule 6004(a) of the Federal Rules of Bankruptcy Procedure and any applicable local rules of this Court are otherwise satisfied.
4. Notwithstanding any applicable rules to the contrary, this Consent Order shall be immediately binding and enforceable upon its entry.
5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Consent Order.
6. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Consent Order.

**Exhibit A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
JOANN INC., <i>et al.</i> <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket Nos. 1206 and 1259</b>

**JOINT STIPULATION REGARDING  
THE ASSUMPTION AND ASSIGNMENT OF THE STORE 593 LEASE**

GA Joann Retail Partnership, LLC (“Agent”), in its capacity as agent for the above-captioned debtors-in-possession (collectively, “Assignor”), SP 35 L.P. (“Landlord”), and Harmon POS Sales LLC (the “Assignee” and together with the Agent, Assignor and Landlord, collectively, the “Parties”), by and through their undersigned counsel, hereby enter into this stipulation (this “Stipulation”) as to the following:

1. On June 20, 2025, the Court entered the *Thirtieth Order Authorizing the Debtors to Reject Certain Executory Contracts and/or Unexpired Leases* [Docket No. 1206] (the “Rejection Order”), rejecting that certain unexpired lease with respect to Store No. 593, located at Shrewsbury Plaza 1026 Broad St., Shrewsbury, New Jersey (the “Store 593 Lease”).
2. Thereafter, on June 23, 2025, the Court entered the *Order Authorizing the Debtors to Assume and Assign Certain Executory Contracts and/or Unexpired Leases* [Docket No. 1259] (the “Assumption/Assignment Order”), approving and authorizing the assumption and assignment of the Store 593 Lease, by Assignor to Assignee, effective as of June 20, 2025.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

3. Notwithstanding anything to the contrary in the Rejection Order or any other order or filing in the above-captioned chapter 11 cases, the Parties agree that the Assumption/Assignment Order is binding and enforceable and supersedes the Rejection Order in all respects. For the avoidance of doubt, upon entry of the order approving this stipulation, the Rejection Order shall be deemed withdrawn, of no force and effect, and as void *ab initio*.

4. The Parties each consent to and seek entry of the order (the “Consent Order”) approving this Stipulation, filed contemporaneously herewith by the Debtors.

**AGENT, ON BEHALF OF ASSIGNOR:**  
**GA Joann Retail Partnership, LLC**

By: /s/ Scott Carpenter

Name: Scott Carpenter

Title: CEO, GA Joann Retail Partnership, LLC

**LANDLORD:**  
**SP 35 L.P.**

By: /s/ Scott Fleischer

Name: Scott Fleischer

Title: Partner, Barclay Damon LLP,  
Counsel to Landlord

**ASSIGNEE:**  
**Harmon POS Sales LLC**

By: /s/ Jeffrey Testa

Name: Jeffrey Testa

Title: Partner, McCarter & English, LLP,  
Counsel to Assignee